

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

AMERICAN WATER WORKS)
COMPANY, INC.,)
Plaintiff,) Civil Action No. 11-1257
v.) Judge Cathy Bissoon
UTILITY WORKERS LOCAL 537,) Magistrate Judge Maureen P. Kelly
an unincorporated association and affiliate)
of Utility Workers Union of America,)
Defendant.)

MEMORANDUM ORDER

For the reasons set forth in the Court's Order dated March 8, 2013 (Doc. 91), as supplemented herein, Plaintiff's case will be dismissed for want of prudential standing.

Plaintiff seeks judicial declarations that Defendant's grievances are not arbitrable under the local CBAs, and it requests that Defendant be directed to withdraw its demands for arbitration under the CBAs. *See* Compl. (Doc. 1). In its brief on standing (Doc. 94), Plaintiff does not purport to be an intended third-party beneficiary under the CBAs. *See generally id.* Nor has Plaintiff moved for leave to join those of its wholly-owned subsidiaries who *were* parties to the CBAs. *Id.*

Rather, Plaintiff attempts to side-step its lack of standing by reframing the issue. *See, e.g., id.* at 1, 5 (arguing that "the underlying dispute in this case is between [Defendant] and [Plaintiff]," regarding "changes made by [Plaintiff] as to benefits provided by [Plaintiff] . . . pursuant to [the National Benefits Agreement, or 'NBA']]"). The Court already has rejected Plaintiff's argument for standing based on the NBA. *See* March 8th Order at n.4; *see also generally id.* at 1-6. Plaintiff's theory, moreover, is inconsistent with the relief requested in the

Complaint. *See, e.g., id.* at Count I (seeking judicial declaration that Defendant's grievances, brought under CBAs, are non-arbitrable under provisions in CBAs, and requesting that Defendant be ordered to "withdraw [its] demands for arbitration [under the CBAs]"). Much as Plaintiff has not requested the joinder of its wholly-owned subsidiaries, it has not sought leave to amend its pleadings in response to the standing deficiency.

Plaintiff has failed demonstrate why it has prudential standing "to bring a declaratory judgment claim regarding rights and obligations under . . . contract[s] to which it is neither a party nor a third-party beneficiary." Tri-State Generation & Transmission Ass'n, Inc. v. BNSF Ry. Co., 2008 WL 2465407, *3 (D. Ariz. Jun. 17, 2008) (citations omitted); *accord* March 8th Order at 3. For this reason, and for all of the others stated in the Court's Order dated March 8, 2013, this case is **DISMISSED WITH PREJUDICE**.

IT IS SO ORDERED.

October 25, 2013

s\Cathy Bissoon

Cathy Bissoon
United States District Judge

cc (via ECF email notification):

All Counsel of Record